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**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Tran Property

**DEPARTMENT:** County Attorney's Office

**DIVISION:** Property Acquisition

**AUTHORIZED BY:** Lola Pfeil

**CONTACT:** Lola Pfeil

**EXT:** 7240

**MOTION/RECOMMENDATION:**

Approve and execute purchase agreement relating to Parcel Numbers 115/715 of the road improvement project for Chapman Road, for \$96,920.00, for full settlement of all claims for compensation from which Seminole County might be obligated to pay relating to these parcels.

District 1 Bob Dallari

Robert A. McMillan

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**BACKGROUND:**

see attached

**STAFF RECOMMENDATION:**

Staff recommends that the Board approve and execute the purchase agreement relating to Parcel Numbers 115/715 of the road improvement project for Chapman Road, for \$96,920.00, for full settlement of all claims for compensation from which Seminole County might be obligated to pay relating to these parcels.

**ATTACHMENTS:**

1. Tran Property

<b>Additionally Reviewed By:</b> No additional reviews
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**COUNTY ATTORNEY'S OFFICE  
MEMORANDUM**

TO: Board of County Commissioners

THROUGH: Matthew G. Minter, Deputy County Attorney *M. Minter*

FROM: Neil Newton, Major Project Acquisition Coordinator *NN*

CONCUR: Antoine Khoury, P.E./Assistant County Engineer *BUB for Antoine Khoury*

DATE: November 24, 2009

SUBJECT: Purchase Agreement Authorization  
Owners: Thao Phuong Tran and Long Tran  
Parcel Nos.: 115/175  
Chapman Road

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This memorandum requests authorization by the Board of County Commissioners (BCC) and execution by the Chairman of a purchase agreement for Parcel Nos. 115/715. The parcels are required for the Chapman Road improvement project. The purchase price is \$96,920.00, for full settlement of all claims for compensation from which Seminole County might be obligated to pay relating to these parcels.

**I THE PROPERTY**

**A. Location Data**

The subject property runs along the south side of West Chapman Road, within Seminole County, Florida.

1. Location Map (Exhibit A);
2. Purchase Agreement (Exhibit B)

**B. Address**

355 West Chapman Road  
Oviedo, Florida 32765

### **C. Description**

The subject property is part of a parent tract comprised of approximately 4.677 gross acres. The subject property is unimproved and vacant.

## **II AUTHORITY TO ACQUIRE**

The BCC adopted Resolution No.: 2008-R-140 on June 10, 2008, authorizing the acquisition of Parcel Nos. 115/715, and finding that the improvements are necessary and serve a County and public purpose and are in the best interests of the citizens of Seminole County.

## **III ACQUISITION/REMAINDER**

The fee taking for the roadway project contains 25,143 square feet, identified as Parcel 115. The temporary construction easement, identified as Parcel 715, contains 464 square feet. There are no site improvements within the taking area.

## **IV APPRAISED VALUE**

The County's appraised value amount is \$48,400.00 for Parcel 115 and \$400.00 for Parcel 715. Clayton, Roper & Marshall, Inc. prepared the County's appraisal and the County's review appraiser, Mark Sawyer, MAI with HDR Engineering, Inc., approved the report.

## **V BINDING OFFER/NEGOTIATIONS**

On March 10, 2009, the BCC authorized a binding written offer at \$65,000.00. Thereafter, County staff, through its acquisition consultant, negotiated this proposed purchase agreement settlement with the owner to purchase the needed property for \$96,920.00.

Settlement of this matter by acceptance of the property owner's proposal will reduce the potential expenses and compensation that the County may incur if the offer is rejected and the County elects to implement condemnation to acquire the property.

## **VI SETTLEMENT ANALYSIS/COST AVOIDANCE**

This proposed settlement amount, although \$31,920.00 more than the County's binding written offer amount, is reasonable under the circumstances inherent in the condemnation process. The owner is represented by an attorney. Our binding written offer was based on our appraisal amount. However, during negotiations it was pointed out that certain items were not included in our appraisal, which would have raised our appraisal amount to approximately the same as our binding written offer amount. Additionally, there were concerns raised over potential damage to the owner's existing wall which could have significantly increased costs. This concern led to a slight design



change in front of the owners property. The negotiated amount is inclusive of all fees and costs. If this property proceeds to condemnation, litigation costs and appraisal and expert costs will have to be paid by the County. These costs would easily exceed the difference in additional settlement funds proposed to be paid.

The cooperative purchase of the property through this proposed settlement is in the best interests of the citizens of Seminole County.

## **VII RECOMMENDATION**

County staff recommends that the BCC authorize settlement in the amount of \$96,920.00, for full settlement of all claims for compensation from which Seminole County might be obligated to pay relating to these parcels.

NN/lpk

### **Attachments:**

Location Map (Exhibit A)

Purchase Agreement (Exhibit B)

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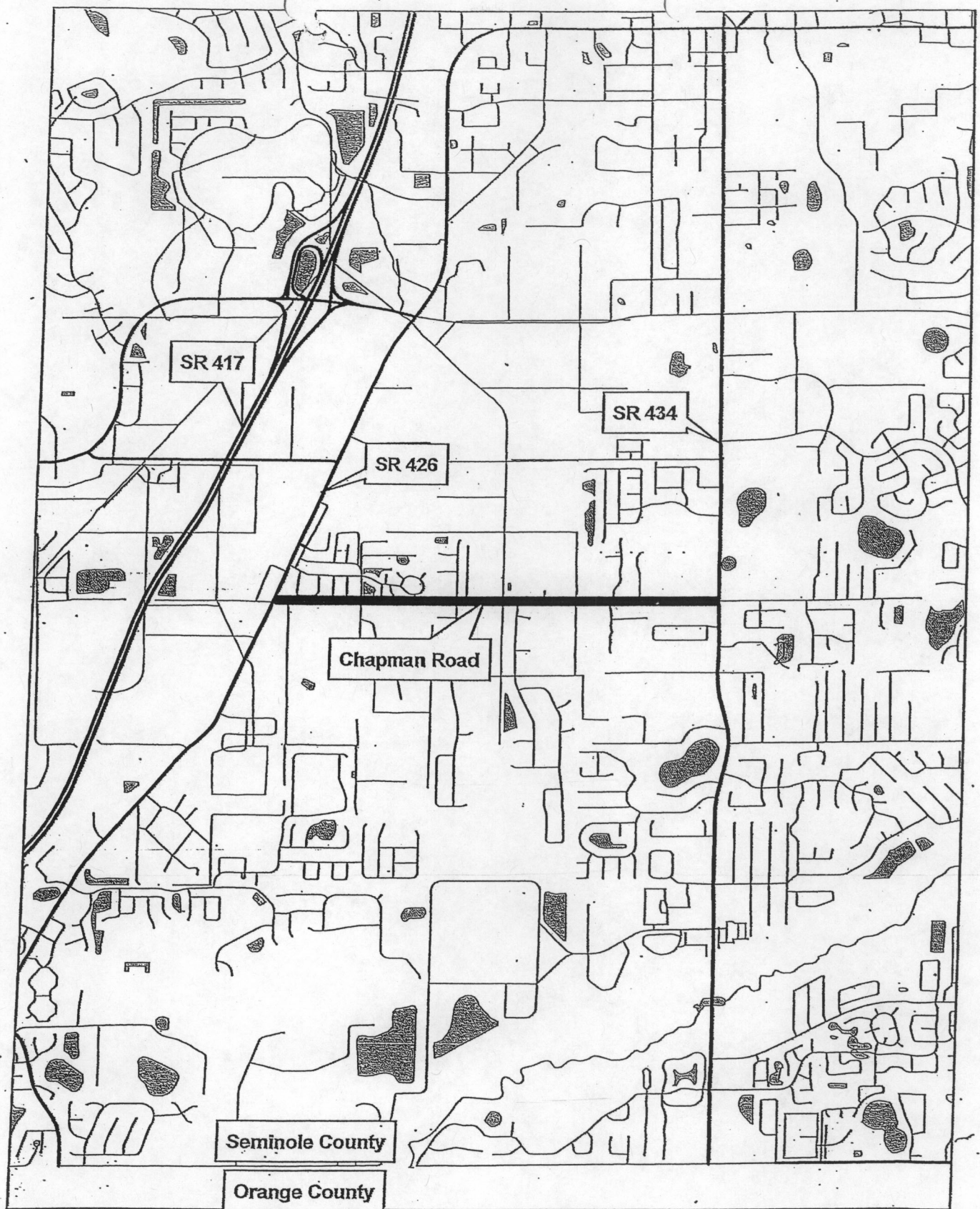


EXHIBIT A

**PURCHASE AGREEMENT  
FEE SIMPLE / TEMPORARY CONSTRUCTION EASEMENT**

STATE OF FLORIDA       )  
COUNTY OF SEMINOLE   )

**THIS EASEMENT** is made and entered into this 23 day of November, 2009, by and between **THAO PHUONG TRAN and LONG TRAN**, whose mailing address is 355 West Chapman Road, Oviedo, Florida 32765, hereinafter referred to as "OWNER," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY."

**WITNESSETH:**

**WHEREAS**, the COUNTY requires the hereinafter described property for construction and maintenance of an authorized road project in Seminole County;

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions herein contained OWNER hereby agrees to sell and convey, and COUNTY hereby agrees to purchase the following property upon the following terms and conditions:

**I. LEGAL DESCRIPTIONS**



**PARCEL NO. 115  
FEE SIMPLE**

**CHAPMAN ROAD**

A PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA.

BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 28; THENCE NORTH 00°05'27" EAST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28, A DISTANCE OF 2654.36 FEET TO THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 28; THENCE NORTH 89°44'12" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28, A DISTANCE OF 664.49 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 28; THENCE SOUTH 00°07'05" WEST ALONG SAID EAST LINE, A DISTANCE OF 25.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SEMINOLE COUNTY ROAD, CHAPMAN ROAD, PER DEED BOOK 81, PAGE 131, PUBLIC



RECORDS OF SEMINOLE COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°07'05" WEST ALONG SAID EAST LINE, A DISTANCE OF 47.00 FEET; THENCE NORTH 89°44'12" WEST, A DISTANCE OF 56.31 FEET; THENCE NORTH 88°41'42" WEST, A DISTANCE OF 110.02 FEET; THENCE NORTH 00°15'48" EAST, A DISTANCE OF 10.00 FEET; THENCE NORTH 89°44'12" WEST, A DISTANCE OF 498.24 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 28; THENCE NORTH 00°08'43" EAST ALONG SAID WEST LINE, A DISTANCE OF 35.00 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE; THENCE SOUTH 89°44'12" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 664.50 TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 28 AND THE POINT OF BEGINNING.

CONTAINING 25,143 SQUARE FEET OR 0.577 ACRES, MORE OR LESS.

**Parcel I.D. Number: 28-21-31-302-002E-0000**

**AND**

**PARCEL NO. 715**

**TEMPORARY CONSTRUCTION EASEMENT**



**CHAPMAN ROAD**

A PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA.

BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 28; THENCE NORTH 00°05'27" EAST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28, A DISTANCE OF 2654.36 FEET TO THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 28; THENCE NORTH 89°44'12" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28, A DISTANCE OF 664.49 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 28; THENCE SOUTH 00°07'05" WEST ALONG SAID EAST LINE, A DISTANCE OF 25.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SEMINOLE COUNTY ROAD, CHAPMAN ROAD, PER DEED BOOK 81, PAGE 131, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE CONTINUE SOUTH 00°07'05" WEST ALONG SAID EAST LINE, A DISTANCE OF 47.00 FEET; THENCE NORTH 89°44'12" WEST, A



DISTANCE OF 56.31 FEET; THENCE NORTH 88°41'42" WEST, A DISTANCE OF 74.32 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°15'48" WEST, A DISTANCE OF 13.00 FEET; THENCE NORTH 88°41'42" WEST, A DISTANCE OF 35.70 FEET; THENCE NORTH 00°15'48" EAST, A DISTANCE OF 13.00 FEET; THENCE SOUTH 88°41'42" EAST, A DISTANCE OF 35.70 FEET TO THE POINT OF BEGINNING.

CONTAINING 464 SQUARE FEET OR 0.011 ACRES, MORE OR LESS.

**Parcel I.D. Number: 28-21-31-302-002E-0000**

## **II. PURCHASE PRICE**

(a) OWNER agrees to sell and convey the above-described property by Warranty Deed on Parcel No. 115, free of liens and encumbrances, and by Temporary Construction Easement on Parcel No. 715 unto COUNTY for the sum of NINETY-SIX THOUSAND NINE HUNDRED TWENTY AND NO/100 DOLLARS (\$96,920.00). The above amount includes all compensation due as a result of this acquisition to the OWNER for any reason and for any account whatsoever. OWNER agrees to execute a Temporary Construction Easement for a period of five (5) years from date of commencement of construction of the Chapman Road. See Exhibit A attached, Temporary Construction Easement.



(b) COUNTY shall only be responsible for the following closing costs: recording fees for Warranty Deed and Title Insurance Policy issued to the COUNTY by a title insurance company of the COUNTY's choice.

(c) OWNER shall be responsible for OWNER's own attorney's fees, all costs to prepare and all expenses to record instruments necessary to provide title unto COUNTY, free and clear of all liens and encumbrances, and the OWNER's share of the pro-rata property taxes outstanding, up to and including the date of closing. The before mentioned closing costs and pro-rata real estate taxes shall be withheld by the COUNTY's closing agent from the proceeds of this sale and paid to the proper authority on behalf of the OWNER.

(d) OWNER covenants that there are no real estate commissions due any licensed real estate broker and further agrees to defend against and pay any valid claims made in regard to this purchase relating to covenants made herein by the OWNER.

## **III. CONDITIONS**

(a) COUNTY shall pay to the OWNER the sum as described in Item II. above, upon the proper execution and delivery of all the instruments required to complete the above purchase and sale to the COUNTY's designated closing agent. The OWNER

agrees to close within seven (7) days of notice by the COUNTY's closing agent that a closing is ready to occur.

(b) OWNER agrees to vacate and surrender possession of the property upon the date of delivery of the instruments and closing on this purchase. COUNTY may, but is not obligated to, extend possession of the property by OWNER; provided, however, that such approval will be evidenced by a written document of equal dignity herewith. During the period from the date of the execution of this Agreement by both parties and the closing, OWNER agrees to exercise diligent care in protecting the property from theft and vandalism. All windows, doors, bathroom fixtures, electrical outlets, heaters and other similar items included in the purchase price, as well as the land itself, shall be preserved in the normal conditions and turned over to the COUNTY by the OWNER, intact, if applicable.

(c) Any and all encroachments existing upon the property other than those improvements included in the purchase price are to be removed at the expense of the OWNER prior to closing.

(d) OWNER warrants that there are no facts known to OWNER materially affecting the value of the properties which are not readily observable by COUNTY or which have not been disclosed to COUNTY.

(e) The instrument(s) of conveyance to be utilized at closing shall, in addition to containing all other common law covenants through the use of a warranty deed, also include the covenant of further assurances.

(f) The OWNER shall fully comply with Section 286.23, Florida Statutes, to the extent that said statute is applicable.

(g) In the event that COUNTY subsequently abandons this project after execution of this Agreement, but before closing, this Agreement shall be null and void.

(h) In the event that difficulties arise as to clearing title sufficient to consummate a closing of this Purchase Agreement or difficulties occur in the issuance of a title insurance commitment which is acceptable to the COUNTY, this Agreement shall survive the filing of any eminent domain action by the COUNTY and shall serve as a joint stipulation regarding all valuation issues and fees and costs matters in any condemnation proceeding initiated by the COUNTY relating to the real property herein described. The OWNER agrees that, in accordance with any request made by the COUNTY, the OWNER shall execute any and all instruments, pleadings, documents and agreements upon litigation reflecting the full settlement as set forth herein. The OWNER agrees not to oppose the COUNTY's condemnation proceedings in any way. The OWNER may however, assert OWNER's rights against other claimants in apportionment proceedings.

(i) The OWNER shall indemnify and save the COUNTY harmless from and against all liability, claims for damages, and suits for any injury to any person or persons,

or damages to any property of any kind whatsoever arising out of or in any way connected with this Agreement or in any act or omission in any manner related to said Agreement.

(j) The COUNTY shall be solely responsible for all of COUNTY activities conducted on the property. OWNER shall not be considered an agent or employee of COUNTY for any reason whatsoever on account of the Agreement.

(k) The OWNER states that the OWNER has not engaged in any action that would create a conflict of interest in the performance of OWNER's obligations under this Agreement with the COUNTY, which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed in their respective name on the date first above written.

**WITNESSES:**

C. Robert Graham  
SIGNATURE

C. Robert Graham  
PRINT NAME

S. M. Trice  
SIGNATURE

Steven M. Trice  
PRINT NAME

C. Robert Graham  
SIGNATURE

C. Robert Graham  
PRINT NAME

S. M. Trice  
SIGNATURE

Steven M. Trice  
PRINT NAME

**PROPERTY OWNER:**

Thao Phuong Tran  
THAO PHUONG TRAN



Long Tran  
LONG TRAN

ADDRESS: 355 W. Chapman Road  
Oviedo, FL 32765



**ATTEST:**

**BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA**

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
BOB DALLARI, Chairman

Date: \_\_\_\_\_

For the use and reliance of  
Seminole County only. Ap-  
proved as to form and legal  
sufficiency.

As authorized for execution by the Board of  
of County Commissioners at its \_\_\_\_\_,  
2009, regular meeting.

\_\_\_\_\_  
County Attorney

NN/lpk  
10/20/09

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CHAPMAN ROAD  
PARCEL NO. 715  
TEMPORARY CONSTRUCTION EASEMENT  
THAO PHUONG TRAN AND LONG TRAN

THIS INSTRUMENT PREPARED BY:  
NEIL NEWTON, R/W-NAC  
MAJOR PROJECTS ACQUISITION COORDINATOR  
1101 EAST FIRST STREET  
SANFORD, FL 32771  
(407) 665-7254

**EXHIBIT A**  
**TEMPORARY CONSTRUCTION EASEMENT**

THIS EASEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, between **THAO PHUONG TRAN and LONG TRAN**, whose address is 355 West Chapman Road, Oviedo Florida 32765, hereinafter referred to as GRANTOR, and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as GRANTEE.

**WITNESSETH**

That the GRANTOR, for and in consideration of the sum of ONE AND NO/100 DOLLAR (\$1.00), and other valuable considerations paid, receipt of which is hereby acknowledged, does hereby grant unto the GRANTEE permission, to be exercised during the period of construction of the Chapman Road road improvement project, to enter upon the following described lands:

**PARCEL NO. 715**  
**TEMPORARY CONSTRUCTION EASEMENT**

**CHAPMAN ROAD**

A PORTION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA.

BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 28; THENCE NORTH 00°05'27" EAST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28, A DISTANCE OF 2654.36 FEET TO THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 28; THENCE NORTH 89°44'12" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28, A DISTANCE OF 664.49 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 28; THENCE SOUTH 00°07'05" WEST ALONG SAID EAST LINE, A DISTANCE OF 25.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SEMINOLE COUNTY ROAD, CHAPMAN ROAD, PER DEED BOOK 81, PAGE 131, PUBLIC

RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE CONTINUE SOUTH 00°07'05" WEST ALONG SAID EAST LINE, A DISTANCE OF 47.00 FEET; THENCE NORTH 89°44'12" WEST, A DISTANCE OF 56.31 FEET; THENCE NORTH 88°41'42" WEST, A DISTANCE OF 74.32 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°15'48" WEST, A DISTANCE OF 13.00 FEET; THENCE NORTH 88°41'42" WEST, A DISTANCE OF 35.70 FEET; THENCE NORTH 00°15'48" EAST, A DISTANCE OF 13.00 FEET; THENCE SOUTH 88°41'42" EAST, A DISTANCE OF 35.70 FEET TO THE POINT OF BEGINNING.

CONTAINING 464 SQUARE FEET OR 0.011 ACRES, MORE OR LESS.

**Parcel I.D. Number: 28-21-31-302-002E-0000**

for the purpose of tying in and harmonizing the elevation of said property with the construction to be undertaken by the GRANTEE on the Chapman Road road improvement project.

THIS EASEMENT is granted upon the condition that the sloping and/or grading upon the above land shall not extend beyond the limits outlined above, and that all grading or sloping shall conform to all existing structural improvements within the limits designated. Additionally, as to tying in, harmonizing, construction and all other uses to which the property is put by the GRANTEE, at, or upon the completion of work provided herein, the easement area will be restored by the GRANTEE, to the conditions prior to this easement, except for any improvements that may be constructed by the GRANTEE in connection with the use of this easement.

THIS EASEMENT shall expire upon completion of this transportation project, but not later than five (5) years from date of commencement of construction of the Chapman Road road improvement project; provided, however, that the GRANTEE covenants that existing structures and drainage flow ways and patterns will not be altered or impeded by the GRANTEE in any way.

GRANTOR covenants that GRANTOR is lawfully seized and possessed of the real estate above described and has the right to convey this easement. GRANTOR agrees to provide further assurances to the GRANTEE if necessary.

[Attestations on page 3 of 3]



**IN WITNESS WHEREOF**, the GRANTOR has hereunto set GRANTOR'S hand and seal the day and year first above written.

**WITNESSES:**

**PROPERTY OWNER:**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
THAO PHUONG TRAN

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
LONG TRAN

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
SIGNATURE

ADDRESS: 355 W. Chapman Road  
Oviedo, FL 32765

\_\_\_\_\_  
PRINT NAME

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I HEREBY CERTIFY that, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Thao Phuong Tran and Long Tran, who are personally known to me or who have produced \_\_\_\_\_ as identification. They have acknowledged before me that they have executed the foregoing instrument.

\_\_\_\_\_  
Print Name \_\_\_\_\_  
Notary Public in and for the County  
and State Aforementioned  
My commission expires: \_\_\_\_\_

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